In the High Court of Judicature at Madras

Dated: 16/07/2004

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The Hon'ble Mr. Justice P. SATHASIVAM

Writ Petition Nos.7644 of 2002
and Writ Petition Nos. 7645 to 7648, 7668 to 7692, 7673 to 7676,
574, 10979 to 10981, 10911 to 10914, 11340, 23993, 33971, 29827,
29828 and 30069 of 2002
and connected WPMPs.,

W.P.No.7644 of 2002:

K. Balachandran .. Petitioner

-Vs-

1. The Tamil Nadu Housing Board
rep. by its Chairman
Nandanam, Madras 600 035.

2. The Manager, Marketing and Service
Madurai Housing Unit
Koodalpudur, Anaiyur
Madurai 625 017.

3. The Executive Engineer cum
Administrative Officer
Tamil Nadu Housing Board
Madurai Unit, Madurai. .. Respondents

Petitions filed under Article 226 of the Constitution of India
praying for issuance of writ of certiorarified mandamus as stated therein.

For petitioners: Mr. V. Raghavachari &
Mr. V. Jeevagiridharan

For respondents: Mr. D. Veerasekaran

:COMMON ORDER

Since the issue raised is similar and common in all these writ
petitions, they are being disposed of by the following order.

2. For convenience, I shall refer to the factual details as

stated in W.P.No.7644 of 2002.
According to the petitioner, he had applied for the allotment of a plot under the self-finance scheme promoted by the Tamil Nadu Housing Board. The property was located at R.M. Colony, Phase I and his application is dated 08.03.1995. Nearly 1000 persons applied and 125 of them were declared as successful allottees. The petitioner was called upon by the third respondent while confirming the allotment in his favour to pay a sum of Rs.58,000/- within 21 days from the date of receipt of the order. The scheme envisages payment schedule and in failure thereof attracts penal interest at the rate of 20% per annum and to face a threat of cancellation of allotment. Equally the Board had to adhere to the time schedule in the construction and any delay in the construction would require the Board to pay 8% interest on the amounts advanced beyond 2 years till the house is constructed. As far as land cost is concerned it is stated as tentative since the acquisition of lands is said to be subject to acquisition proceedings and determination of land cost would be arrived at after finality is reached in those proceedings. On 14.03.1996, the petitioner was called upon to pay a sum of Rs.24,521/- being the difference in cost of the land and interest charges on or before 31.03.1996. On 10.04.1996, the petitioner was called upon to take possession of the property and the Housing Board also handed over possession. While handing over the possession of the property, the Housing Board had clearly recorded that the petitioner had paid the full cost of the land and building amounting to Rs.6,04,521/-. Since the Housing Board did not yield to his persistent requests for execution of sale deed, the petitioner represented his case to the Dindigul Rani Mangammal Nagar Self Finance House Owners Welfare Association to espouse his cause. The said Body made several representations. The petitioner was directed to pay sum of Rs.9,39,997/- towards difference in land cost and the amount is to be paid by 31.12.2001 and thereafter with interest at the rate of 15% per annum besides penal interest. At this stage, on receipt of the said notice, the petitioner and others who are similarly placed, approached this Court by way of separate writ petitions.

3. Heard Mr. V. Raghavachari and Mr. V. Jeevagiridharan, learned counsel for the petitioners and Mr. D. Veerasekaran, learned counsel for the respondents - Tamil Nadu Housing Board.

4. Since the question raised has already been considered by this Court in similar matters, there is no need to elaborate and highlight the claim of the petitioners and the stand taken by the Tamil Nadu Housing Board. It is not in dispute that common order passed by me (P.Sathasivam,J.) dated 30.04.2004 made in W.P.No.38981 of 2003 etc., batch and the order passed by Prabha Sridevan,J., dated 21.04.2004 in W.P.No.12835 of 2003 are applicable to the cases on hand. Apart from the conclusion arrived at in those cases, Mr. D. Veerasekaran, learned counsel appearing for the Tamil Nadu Housing Board placed particulars to show that almost in all the above cases except one, Section 1 8 reference was made and they were either disposed of by the respective Sub-courts or they reached finality. A perusal of the particulars produced by him show that the LAOPs., that were pending before various Sub-Courts were disposed of and pursuant to the same the requisitioning body - Tamil Nadu Housing Board deposited the amounts. It is also brought to my notice that no appeal has been filed before this Court and it reached its

finality. In such a circumstance, in the light of the provisions of the Land Acquisition Act and various decisions rendered then and there, all the above writ petitions are disposed of with the following directions.

"(i) The development charges, cost of amenities and cost of building had already been crystalised on the date of allotment and there cannot be any enhancement of this component of the cost beyond the period of three years from the date of allotment;

(ii) As regards the land price, the respondents are entitled to demand enhanced cost as calculated after it was finally determined;

(iii) The respondents shall furnish break-up details of the several components in the final cost without undue delay;

(iv) The demand for interest shall be only at the rate stipulated in the agreement with the petitioners and there cannot be any enhanced demand. "

5. It is made clear that the Housing Board has a right to demand interest from the date of allotment till the expiry of three years after the date on which the land price was finally fixed. Thereafter, the petitioners will also be liable to pay interest from the date of demand till the date of payment. The respondents will issue notice as per the above directions within 30 days from the date of receipt of this order. On payment of full cost in terms of the agreement as well as the directions referred to above, the Housing Board shall execute the sale deed forthwith.

In the result, the impugned orders in all these writ petitions are set aside and the writ petitions are ordered accordingly. No costs. Consequently, connected WPMPs., are closed.

Index:Yes
Internet:Yes

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